

**ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT
BETWEEN BOROUGH OF COLLINGSWOOD AND FMBA LOCAL
#108
JANUARY 1, 2007 THROUGH DECEMBER 31, 2010**

WHEREAS, the Collingswood FMBA Local No. 108 (hereinafter referred to as "FMBA") is the exclusive representative of all career Firefighters and Officers employed by the Borough of Collingswood (hereinafter referred to as "Borough"); and

WHEREAS, in or about April, 2009, the Borough advised the FMBA that it would seek to implement layoffs of FMBA members, and

WHEREAS, the FMBA and the Borough are desirous of reaching a resolution that would avoid permanent layoffs of FMBA members; and

WHEREAS, the parties have agreed to resolve the issues presented in this matter according to the terms set forth below; and

WHEREAS, all parties have agreed that the within agreement is fair and equitable in every respect, and that it was entered into voluntarily with full knowledge of legal rights and ramifications surrounding same; and

WHEREAS, this agreement was reached in a voluntary manner without any threat of harm, coercion and/or duress;

NOW, THEREFORE, BE IT RESOLVED, that the parties hereby agree and intend to be legally bound by the following terms and conditions:

1. Article XV, Holidays, Section 1. The FMBA and its members agree that the all members will voluntarily waive 27 hours of holiday time in 2009. The FMBA and its members further agree that the all members will voluntarily waive 63 hours of holiday time in 2010.

2. Article XXIII, Clothing and Uniform Allowance and Maintenance, Section 5. The Borough agrees that it will continue to pay each member the clothing and uniform allowance set forth in the collective bargaining agreement. The Borough will not, however be required to purchase additional uniforms for any members of the FMBA during the 2009 calendar year. The Borough will only be required to purchase one set of Class B Station Uniforms for each member in 2010: (pants, shirt (short sleeve), and shirt (long sleeve)).
3. Article XXIV, Training/Education Provisions. The FMBA and its members agree that members will not be reimbursed for any classes not yet approved for the 2009 calendar year. The FMBA and its members agree that members will not be reimbursed for any classes during the 2010 calendar year.
4. No Layoffs. The Borough agrees that should the number of Firefighters and Officers in the Fire Department be reduced from its present numbers by layoffs and/or the elimination of positions during the 2009 or 2010 calendar years all pay that was waived by members in 2009 and 2010 pursuant to paragraph 1 above shall be payable to all FMBA members that forfeited said pay within 10 business days of the layoffs or elimination of positions. Additionally, all other agreed upon reductions in benefits set forth in paragraphs 2 and 3 shall be null and void if the Borough reduces the number of Firefighters and Officers in the Fire Department through layoffs and/or the elimination of positions during the 2009 or 2010 calendar years. Any expenses incurred by FMBA members through the reduction of benefits in paragraph 2 and 3 shall be reimbursed to members of the FMBA.
5. The parties agree that the current collective bargaining agreement remains in full force and effect and shall not be modified except to incorporate the terms of this Agreement as an addendum.

IN WITNESS WHEREOF, the BOROUGH and the FMBA have caused this Addendum to the Collective Bargaining Agreement to be

signed by their duly authorized representatives on this __ day of April,
2009

Bradford C. Stokes, Administrator
Borough of Collingswood

Date

Stephen M. Reustle, President
FMBA Local 108

Date